

A. G. Contract No. R902220TRD
ECS File: JPA-90-121
Project: 347PNPPNSS24201C
347PNPPNSS24301C
347PNPPNSS24401C
Section: SR-347 - Maricopa Road
Segments II, III & IV
Maricopa/Pinal Co. Line - SR-84

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 23 APR 1, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
PINAL COUNTY, ARIZONA, acting by and through its Board of
Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County have participated in the
design of improvements to State Route 347 (Maricopa Road)
between the Maricopa - Pinal County line and SR-84, under the
provisions of that certain agreement filed with the Arizona
Secretary of State under No. 14157, which is attached hereto
and made a part hereof. This agreement is to define the
responsibilities of the parties hereto for the construction of
improvements to Maricopa Road in Pinal County, at an estimated
cost of \$21,000,000.00, hereinafter referred to as the Project.

NO. <u>15591</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/23/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>W. J. Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The County will:

a. Provide to State minimum standards, design plans, specifications and such other documents required for construction bidding and construction of the Project.

b. Continue to apply for funds for the Project and commit those funds, if obtained, to the Project.

c. Prior to the solicitation of bids, deposit with the State construction funds required above the current or future State programmed amount, plus the 7.23% match of the federal funds, plus a 2% surcharge.

d. Be responsible for the acquisition of any additional right of way required, and for the relocation of any utilities which may conflict with the Project.

e. Provide interim maintenance to Maricopa Road between the County line and SR-84 until it becomes accepted as a State highway.

f. Be responsible for any contractor claims for extra compensation attributable to the County.

2. The State will:

a. Call for bids and, with the concurrence of the County, award one or more construction contracts, administer same and make all payments to the contractor. Obtain the concurrence of the County on all contractor(s) contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

b. Program \$7,500,000 State FAS funds and \$1,000,000 Central Arizona Association of Governments FAS funds, with the 7.23% match for both funds provided by Pinal County. Upon completion of the construction contract, return to Pinal County any part of the remaining funds deposited by the County.

c. Assist Pinal County in obtaining additional funds for the Project.

d. Upon completion and acceptance of construction of Maricopa Road, between Queen Creek T.I. and SR-84, recommend to the Transportation Board that Maricopa Road be designated as a state highway.

III. MISCELLANEOUS PROVISIONS

1. This agreement is contingent upon the availability of funds for each party, and shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

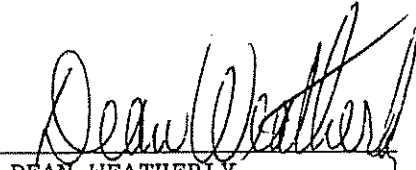
Pinal County
Ass't County Manager
for Public Works
PO Box 727
Florence, AZ 85232

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

PINAL COUNTY, ARIZONA

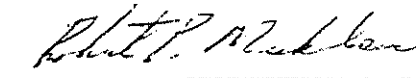
By


DEAN WEATHERLY
Chairman, Pinal County
Board of Supervisors

STATE OF ARIZONA

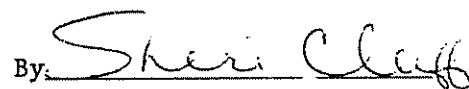
Department of Transportation

By


ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

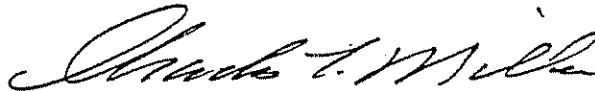
By


Sheri Cluff, Deputy Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of August 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for constructing improvements to Segments II, III and IV of State Route 347.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 41591-PC/ADOT

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT, IDENTIFIED AS JPA 90-121, TO DEFINE THE RESPONSIBILITIES OF PINAL COUNTY AND THE STATE OF ARIZONA FOR THE CONSTRUCTION OF IMPROVEMENTS TO STATE ROUTE 347 IN PINAL COUNTY, ARIZONA

WHEREAS, Pinal County and the State of Arizona have participated in the design of improvements to State Route 347 (Maricopa Road) between the Maricopa-Pinal County Line and SR-84; and

WHEREAS, Pinal County Board of Supervisors has determined the need to define the responsibilities of Pinal County and the State of Arizona in Segments II, III and IV for the construction of improvements to State Route 347 in Pinal County, Arizona.

THEREFORE, BE IT RESOLVED:

That it is in the best interest of Pinal County to enter into an intergovernmental agreement, identified as JPA 90-121, with the State of Arizona, by and through its Department of Transportation, for the purpose of defining the responsibilities of Pinal County and the State of Arizona in Segments II, III and IV for the construction of improvements to State Route 347 in Pinal County, Arizona.

BE IT FURTHER RESOLVED:

Dean Weatherly, as Chairman of the Pinal County Board of Supervisors, is authorized to execute the intergovernmental agreement identified as JPA 90-121 on behalf of Pinal County.

PASSED AND ADOPTED this 15 of April, 1991.

PINAL COUNTY BOARD OF SUPERVISORS

ATTEST:

Sheri Cluff

Stanley D. Griffis,

Clerk of the Board

BY: Sheri Cluff, Deputy Clerk

By

Dean Weatherly
Dean Weatherly, Chairman

RESOLUTION NO. 41591-MRRID-ADOT

A RESOLUTION AUTHORIZING PINAL COUNTY TO ACT ON BEHALF OF MARICOPA RURAL ROAD IMPROVEMENT DISTRICT AND ENTER INTO INTERGOVERNMENTAL AGREEMENT JPA 90-121 WITH THE STATE OF ARIZONA

WHEREAS, Pinal County ("County") and the State of Arizona ("State") acting through Arizona Department of Transportation ("ADOT") have participated in the design of improvements to State Route 347 (Maricopa Road) between Maricopa - Pinal County Line and SR-84 ("the Project"); and

WHEREAS, Maricopa Rural Road Improvement District ("District") was formed pursuant to A.R.S. §48-1031, et seq. to raise bond monies for the improvements of State Route 347 between Maricopa - Pinal County Line and SR-84; and

WHEREAS, an intergovernmental agreement is needed to cover the terms under which funds will be transferred from the District to the State through ADOT; and

WHEREAS, it is ADOT procedure to deal with the county governments and limit agreements to two party agreements.

THEREFORE, BE IT RESOLVED:

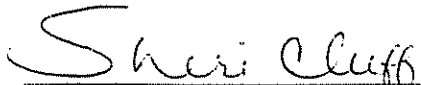
That it is in the best interest of the District to authorize the County to enter into intergovernmental agreement JPA 90-121 with the State through ADOT on behalf of the District.

BE IT FURTHER RESOLVED the County is authorized to deposit the District's bond monies raised for this Project with the State prior to the solicitation of bids on the Project and to agree on behalf of the District to continue to apply for funds for the Project and commit those funds, if obtained, to the Project and to be responsible for any contractor claims for extra compensation attributable to the County.

PASSED AND ADOPTED this 15 day of April, 1991.

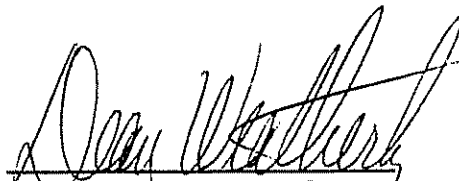
MARICOPA RURAL ROAD IMPROVEMENT DISTRICT BOARD OF DIRECTORS

ATTEST:



Sheri Cluff, Deputy Clerk

By


Dean Weatherly, Chairman

JPA 90-121

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 15th day of March, 1991.

Patricia G. Grief

Deputy County Attorney

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Cox~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR902220TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of April, 1991

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

A. G. Contract No. 13-1717-TRD
ECS File: JPA-39-105
Section: Maricopa Road (SR 347)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 23 AUGUST 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
PINAL COUNTY, acting by and through its Board of Supervisors
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and County desire to design certain
improvements to Maricopa Road (SR 347), from I-10 to State
Route 84 to a four-lane divided highway for the benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14157</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-23-89</u>
<u>Jim Sherman</u> Sec. of State
By <u>R. L. Benjamin</u>

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Pinal County
Ass't County Manager
for Public Works
P. O. Box 727
Florence, AZ 85232


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

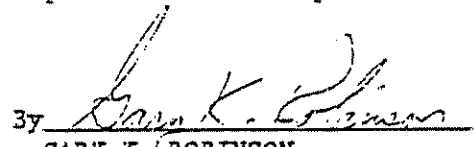
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation


WM. "BILL" METHIESON
Chairman, Pinal County
Board of Supervisors

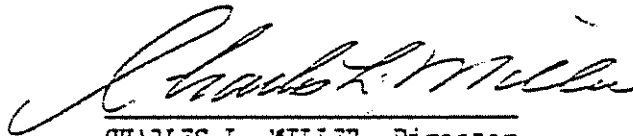

GARY K. ROBINSON
Chief Deputy State Engineer

2075j
21JUL

RESOLUTION

BE IT RESOLVED on this 19th day of July 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the County of Pinal for the purpose of reimbursement of design costs to design certain improvements to Maricopa Road (SR 347), from I-10 to State Route 84 to a four-lane divided highway, not to exceed \$1,000,000 in current fiscal year.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

WM. "BILL" MATHIESON, Chairman
Mammoth

ROY HUDSON, Member
Apache Junction

DEAN WEATHERLY, Member
Casa Grande



QUENTIN D. TICKEL
Acting Clerk

PINAL COUNTY
Board of Supervisors

POST OFFICE BOX 327 - FLORENCE, ARIZONA 85232
TELEPHONE (502) 368-5301
Facsimile (502) 368-5765

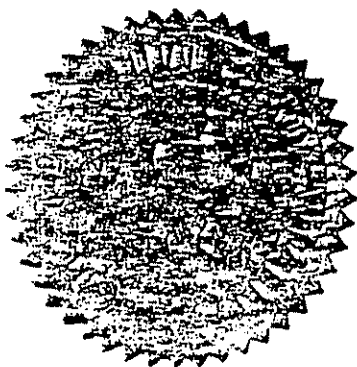
I, SHERI CLUFF, ACTING CLERK OF THE BOARD OF SUPERVISORS OF PINAL COUNTY,
DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF

Board of Supervisors Minutes of July 24, 1989

WITH THE ORIGINAL RECORDS OF THE SAME IN THIS OFFICE, AND THAT THE SAME ARE
CORRECT TRANSCRIPTS THEREFROM, AND THE WHOLE OF SAID ORIGINAL RECORDS.

WITNESS MY HAND AND SEAL OF THE BOARD OF SUPERVISORS THIS 8th

DAY OF August, 19 89.



Sheri Cluff
SHERI CLUFF, ACTING CLERK
PINAL COUNTY BOARD OF SUPERVISORS

Mr. Hudson questioned Item #6 "Medicare Cost Report";

Mr. Teagarden explained that every year the hospital's and other health care institutions receive medicare funds and are required to do an annual cost report. He said it is a detailed financial report about the operation of the hospital.

Motion was made by Mr. Weatherly and seconded by Mr. Hudson to approve the purchasing report with the exception of item #1 under Discussion/Approval to be tabled for further information from Terry Doolittle. Vote unanimous;

Larry B. Hansen, Asst. Manager for Public Works and John Encinas, Director of Highways were present for the following six items:

Work Order #000729-To install new roof for Treasurer's Office.

Motion was made by Mr. Weatherly and seconded by Mr. Hudson to approve Work Order #000729-to install new roof for Treasurer's Office. Vote unanimous;

Presentation of new 1989 Highway map of Pinal County for approval.

Mr. Encinas presented the Board with the new 1989 Highway Map of Pinal County for approval.

Board advised Mr. Encinas regarding the ability of the board to change road names. Mr. Mendoza said he would like to review the Ordinance 122986 and also explore the Board's concerns and report back.

Board advised Mr. Encinas they would like to defer until next meeting so they could review the map.

Release of letter of credit, Ironwood at MountainBrook Village.

Mr. Encinas stated that an inspection was made July 11 and all improvements have been completed according to plans, with the exception of the chip seal application. It is their plans to do the chip seal also when they do the MountainBrook Construction.

Motion was made by Mr. Hudson and seconded by Mr. Weatherly to release letter of credit #605-23846. Vote unanimous;

IGA between Pinal County, State of Arizona and Maricopa County for the transfer of \$3.5 million to Pinal County for purchase of right-of-way on the Gila River & Ak Chin Indian Reservation along Maricopa Road.

Mr. Brad Gair, Project Director for Maricopa Road was present to explain the IGA's between Pinal County, State of Arizona and Maricopa County.

Motion was made by Mr. Weatherly and seconded by Mr. Hudson to approve the IGA between Pinal County, State of Arizona and Maricopa County for the transfer of 3.5 million to Pinal County for purchase of right-of-way on the Gila River & Ak Chin Indian Reservations along Maricopa Road, and IGA between Pinal County and State of Arizona for the transfer of \$1 million to Pinal County for the design of Maricopa Road. Vote unanimous;

Salary authorization on Facilities Management Organization.

This item was deferred until later in the afternoon.

ROY A. MENDOZA
PINAL COUNTY ATTORNEY

BOYD T. JOHNSON
CHIEF DEPUTY

CRIMINAL DIVISION
DWIGHT P. CALLAHAN
CINDA L. GRAF
CATHERINE M. HUGHES
JEANNE M. BENDA
E. CATHERINE LEISCH
CLIFFORD J. HOFMANN, Jr.
JAMES H. DAWDY, Jr.
DANIEL J. DERIENZO
JOY L. KEMP
DEPUTIES

OFFICE OF THE
County Attorney

PINAL COUNTY
P.O. BOX 887
FLORENCE, ARIZONA 85232
(602) 868-5801, Ext. 271

CIVIL DIVISION
STEPHEN M. KEMP
KATHY CASTEEL
M. RUTH HARRISON
LOGAN F. BOREN
DAVID M. WILSON

CHILD SUPPORT DIVISION
CAROLYN C. HOLLIDAY
DANIEL G. FIELD
DEPUTIES

DEFERRED PROSECUTION
JOHN C. FELIX


INVESTIGATOR
RAY R. VASQUEZ

PINAL COUNTY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

This contract between Pinal County and Maricopa County and the State of Arizona, acting by and through its Department of Transportation which is an agreement between public entities has been reviewed pursuant to A.R.S. §11-951 and §11-952 by the undersigned Pinal County Attorney, who has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 7th day of August, 1989.

ROY A. MENDOZA
PINAL COUNTY ATTORNEY


Stephen M. Kemp
Chief Civil Deputy

/encl:



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR39-1717-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of August, 1989.

ROBERT K. CORBIN
Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General
Transportation Division

0635G